

Pocatello Development Authority

Board of Commissioners Meeting
August 20, 2014 – 11:00 a.m.
Paradise Conference Room

City of Pocatello
911 North 7th Avenue
Pocatello, Idaho 83205

An urban renewal agency for the City of Pocatello, Idaho

11:00 a.m.

Call to order by Ryan Ward, Chairman
Acknowledge guests of the Board
Disclosure of conflicts of interest
Agenda; delete action or discussion items

Action and Discussion Items:

Agenda Item No. 1: Minutes.

Motion to approve and/or amend Minutes of July 16, 2014.

Agenda Item No. 2: Financial Report.

Motion to approve and/or amend July Income and Expenses.

Agenda Item No. 3: Payment Requests/Reimbursements.

Agenda Item No. 4: Albertson's Building Demolition Update.

Agenda Item No. 5: Positron Foreclosure Update. Attorney Christensen is in communications with ISU's legal counsel regarding issues of access to the property and the possibility of ISU accepting an assignment of the Promissory Note and Deed of Trust owed by Positron. Additional updates will be provided once received.

Agenda Item No. 6: Economic Development Grant Agreement with First Pocatello Associates, LP, d/b/a Gateway West Industrial Center. A copy of the final Economic Development Grant Agreement is attached.

Agenda Item No. 7: Request to transfer funds (\$450,000) from the North Portneuf District to the City's General Fund. D. Swindell, on behalf of the City Council, requests the PDA make payment from the North Portneuf TIF District to the City in the amount of \$450,000 for the debt to the City Sanitation Department (\$250,000) and the remainder (\$200,000) to be transferred to the City's General Fund as repayment of monies expended with the acquisition of the Hoku property. A summary of the funds expended and revenues received on the Hoku project is attached for your reference.

Agenda Item No. 8: Acknowledgment of Departure and Recognition of David Swindell for his 13 years of service to the City and PDA.

Agenda Item No. 9: Cheyenne Connector Update by City Engineer, Deirdre Castillo.

Items from staff:

Items from Commission members:

Upcoming Events:

Matters exist for discussion in an executive session as per I.C. §67-2345(1)(e)

Motion: "I move that we enter into an executive session as per Idaho Code §67-2345(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the PDA may be in competition with other jurisdictions."

Adjourn.

AGENDA ITEM

NO. 1

MINUTES

POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES
August 20, 2014

Members present: Brian Blad, Larry Fisher, Darlene Gerry, Cynthia Hill, Michael Orr, Linda Tigert, Caroline Wight, John Regetz (ex officio), and Ryan Ward (Chair)

Members absent: Russell Meyers

Staff present: Merrill Quayle, City Development Engineer; Dean Tranmer and Tiffany Olsen, City Legal Dept.; Joyce Stroschein and David Swindell, City Finance Dept.; Michael Jaglowski, Public Works Director; and Deirdre Castillo, City Engineer.

Chair Ryan Ward called the meeting to order at 11:00 a.m.

Introductions, Conflicts, and Agenda: There were no guests in attendance, no conflicts with the Agenda items, nor were there any deletions to the Agenda. **Chair Ward** briefed the Board on a recent email from Anne Nichols, Assistant to the Mayor, regarding the procedure of setting an Agenda (ie. There should be no additions to an Agenda once published). **T. Olsen** will forward the email to all Board Commissioners. **Chair Ward** welcomed Caroline Wight, the newest Commissioner to the Board.

1. Action and Discussion Items:

Agenda Item No. 1: Minutes. The Minutes of the regularly scheduled meeting of July 14, 2014 were reviewed. It was **MSC (B. Blad, L. Tigert)** to approve the Minutes as presented with one clerical error noted and corrected.

Agenda Item No. 3: Payment Requests/Reimbursements. **M. Quayle** presented an update on a payment request pursuant to April's agenda item wherein the Board voted to approve payment of up to \$7,500 for a Railroad Engineer firm to perform 10% of the engineering design, required in the UPRR process, for upgrades at the Pocatello Regional Airport Business Park. Quayle represented the firm selected by the Committee is Balfour Beatty Rail, Inc. and the cost will be \$6,600. The Agreement will appear on the next City Council Agenda for approval and payment by the City. The City will be reimbursed by the PDA from the Airport TIF funds. In addition, **J. Stroschein** presented a bill from Arbitrage Compliance Specialists in the amount of \$1,250 for the arbitrage rebate calculations on the 2004 Series A bonds. It was **MSC (C. Hill, D. Gerry)** to pay the Arbitrage Compliance Specialists \$1,250 for the service performed.

Agenda Item No. 2: Financial Report. **J. Stroschein** presented the Financial Report for the month of July 2014. At month end, the Authority had cash on hand of \$6,293,445.31. The checking account balance was \$2,047,658.41, the savings account balance was \$4,245,786.90, and cash being held by Zions Trust amounted to \$2,321,042.91. The PDA recognized average financial activity during the month. The Authority received revenues totaling \$673,875.94 of which \$4,205.22 was interest earnings on cash invested and property taxes. The \$1,000 payment received on the note receivable applied \$175.96 towards the principle of the note. The North Yellowstone District received \$474,963.07, the Naval Ordnance District received \$120,309.93, and the remaining Districts received the balance totaling \$74,221.76 of the \$669,494.76 received in property tax revenue. Expenses for the month were limited to \$158.00 for lunch provided at the meeting. Year to date revenues of \$1,729,176.75 are greater than expenses of \$253,899.37. North Yellowstone District owns 69% of the net income amount of \$1,475,277.38. It was **MSC (B. Blad, C. Hill)** to approve the Financial Report as presented.

Agenda Item No. 4: Albertson's Building Demolition Update. **Chair Ward** represented his attempts to reach Chad Moore, the Managing Principal of Mountain West (the Developer) were unsuccessful. **L. Crowell** received an email from Mr. Moore stating Mountain West was in the process of moving forward and would like a meeting with the City soon as he is attempting to structure a deal to demolish the property with the grant as soon as possible. **B. Blad** informed the Board he is aware of a company who is interested in the same demolition/project but believes the Albertson's portion of the buildings can be saved. **B. Blad** offered to contact the prospective company and provide the Board with an update at our next meeting.

Agenda Item No. 5: Positron Foreclosure Update. **T. Olsen** informed the Board of the conversation between attorney Craig Christensen and Kirk Bybee wherein Christensen is waiting to hear from ISU's counsel as to if ISU is willing to consider accepting an Assignment of the Promissory Note and Deed of Trust that Positron owes. Updates on this issue and the access to the property will be provided once received.

Agenda Item No. 6: Economic Development Grant Agreement with First Pocatello Associates, L.P. d/b/a Gateway West Industrial Center: **Chair Ward** asked for the Board's review and approval to sign the Economic Development Grant Agreement with First Pocatello Associates, L.P., d/b/a Gateway West Industrial Center as prepared pursuant to the Boards' August meeting. **T. Olsen** will attach Exhibit "A" to the Agreement and mail a conformed copy to Mr. Swift. It was **MSC (B. Blad, M. Orr)** to sign the Economic Development Grant Agreement.

Agenda Item No. 7: Request to Transfer funds (\$450,000) from the North Portneuf District to the City's General Fund: **D. Swindell** requested the PDA begin to reimburse the City for the land purchase associated with the Hoku property from increment accrued and held in the North Portneuf District fund. Said repayment of this land purchase is within the scope contained in TIF Plan. In addition to the property purchase of \$1,041,260.32, the City took a loan from the Sanitation Department for \$250,000 in connection with the acquisition of the Hoku property. In the PDA July financial report, the North Portneuf District's increment balance was \$463,423.91. **D. Swindell** suggested the PDA make payment of \$450,000 to be applied in two separate repayments; (1) \$250,000 (with interest in addition to this amount) to pay off the loan from the City Sanitation Department; and (2) the balance remaining be applied towards repayment of the purchase for the Hoku property as stated above. The Board weighed the pros and cons of such payment. It was then **MSC (D. Gerry, M. Orr)** to reimburse the City \$450,000, from the North Portneuf District increment funds, to be applied in two payments in connection with the debt incurred for the Hoku property; (1) to pay the Sanitation Department loan in the amount of \$250,000 (with interest in addition to); and (2) the remainder to be deposited in the City's General Fund as repayment towards the Hoku property purchase.

Agenda Item No. 8: Acknowledgment of Departure and Recognition of David Swindell for his 13 years of service to the City and PDA: The Board recognized Mr. Swindell's dedication, hard work, and diligent service to the City of Pocatello and the PDA Board for the last 13 years. We all wished him well with his new endeavors in Wyoming.

Agenda Item No. 9: Cheyenne Connector Update by City Engineer, Deirdre Castillo: City Engineer, **D. Castillo**, gave an update on the Cheyenne Connector project and requested funds from the PDA which have previously been committed to the project from the Central Corridor TIF fund. She and Michael Jaglowski, Public Works Director, are working with the Idaho Transportation Department to negotiate the figures and payment plan arrangements to finalize the Cooperative Agreement. Once the Agreement is signed, Phase 1B will go out to bid. This phase includes construction of three bridges and completion of the roadway to Bannock Highway. In analysis of the documents, **D. Castillo** explained that a refund of \$489,083.00 will be coming from the City to the PDA this month.

Next, D. Castillo requested payment of \$1.8M be approved and paid at the meeting with an additional \$1M request to be paid by October 1, 2014. D. Castillo will attend the September PDA meeting to request the additional funds (\$1M) which then should exhaust the committed funds the PDA has pledged for this project from the Central Corridor TIF fund. After Phase 1B bids are received, the City will be in a better position to evaluate if additional monies from PDA will be requested/needed. It was **MSC (B. Blad, D. Gerry)** to pay the City \$1.8M from the Central Corridor District TIF fund to the City as reimbursement for expenses related to the Cheyenne Connector project.

2. Adjournment:

There being no additional business and no matters for executive session, **it was MSC (M. Orr, C. Hill)** to adjourn the meeting at 11:54 a.m.

By 
Tiffany G. Olsen, Secretary



Invoice

Arbitrage Compliance Specialists, Inc.
 5975 South Quebec Street #205
 Centennial, CO 80111
 Phone: (303) 756-5100 or (800) 672-9993
 Fax: (303) 756-0901 or (800) 756-6505
 General Email: arbitrage@rebatebyacs.com
 Web: www.rebatebyacs.com

To: Mr. Jerry E. Higgins, CPA, Treasurer
 City of Pocatello, Idaho
 P.O. Box 4169
 Pocatello, ID 83205-4169

Invoice#: **1011979**
 PO#:
 Date: 08/05/14
 Control#: 5.50
 PAR: \$7,755,000.00
 Bond: Pocatello Development Authority,
 Revenue Allocation (Tax Increment)
 Bonds, 2004 Series A

Description	Amount	
Arbitrage Rebate Calculation Final	12/23/13 - 08/01/14	\$1,000.00
Transferred Proceeds Allocations for Reserve Fund		\$250.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Total	\$1,250.00
		\$0.00
	Less Pre-payment	\$0.00
	Balance Due	\$1,250.00

PAYMENT DUE UPON RECEIPT (may be paid from proceeds of the bonds)
 Make checks payable to: Arbitrage Compliance Specialists, Inc.
 Please remit a copy of this invoice with your payment.



December 30, 2013



Mr. Jerry E. Higgins, CPA, Treasurer
City of Pocatello, Idaho ("City")
P.O. Box 4169
Pocatello, ID 83205-4169
on behalf of:
Pocatello Development Authority ("Issuer")

ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

CONTROL #5.50

\$7,755,000.00 POCATELLO DEVELOPMENT AUTHORITY, REVENUE ALLOCATION (TAX INCREMENT) BONDS, 2004 SERIES A

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present our fees to provide arbitrage compliance services for the City, on behalf of the Issuer. Our firm has distinctive legal and accounting experience with arbitrage compliance services dating back to the inception of the arbitrage rebate regulations of 1986. ACS is one of the most prominent and well-respected providers of arbitrage compliance services in the nation. ACS' staff members are accounting professionals who have extensive knowledge of governmental accounting, accounting allocation methods and legal interpretation skills to compute the lowest permissible liability allowed. We pride ourselves on our unprecedented commitment to each and every client we represent.

ACS has provided a fee schedule to encompass the various elements that we may encounter during the calculations. ACS' fees are derived by the number of years included in the calculation. The fee schedule listed on page 2 provides fees for reports covering the applicable periods. Each calculation includes both a legal opinion and a CPA opinion to provide assurance that the calculations were completed according to Section 148(f) of the Internal Revenue Code of 1986 that governs the arbitrage rebate requirements (the "Tax Code").

We appreciate the opportunity to provide assistance to help the City, on behalf of the Issuer, comply with the IRS arbitrage compliance requirements. As always, if we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext.7536.

Sincerely,
Arbitrage Compliance Specialists, Inc.
Robert Goubert, Vice President

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing to Robert@rebatebyacs.com.

Accepted by - Signature
Date

Print Name
Title
Organization

AGENDA ITEM

NO. 2

FINANCIAL

REPORTS

Pocatello Development Authority
Balance Sheet by Class
As of July 31, 2014

	<u>1-General Fund</u>	<u>2-Central Corridor</u>	<u>3-North Yellowstone</u>	<u>4-Naval Ordinance</u>	<u>6-North Portneuf</u>	<u>7-Pocatello Regional Airport</u>	<u>TOTAL</u>
ASSETS							
Current Assets							
Checking/Savings							
Checking Wells Fargo	113,140.96	214,101.87	671,449.30	418,042.02	463,423.91		
Savings Wells Fargo	133,080.27	4,112,706.63	0.00	0.00	0.00	167,500.35	2,047,658.41
Zions 2004A Bnd Fnd 7110526A	0.00	0.00	0.97	0.00	0.00	0.00	4,245,786.90
Zions 2012 Bnd Fnd 7110526D	0.00	0.00	592,278.75	0.00	0.00	0.00	0.97
Zions Bnd Reserve Fnd 7110526B	0.00	0.00	677,529.15	0.00	0.00	0.00	592,278.75
Zions Rev Alloc Fnd 7110526	0.00	0.00	1,051,234.04	0.00	0.00	0.00	677,529.15
Total Checking/Savings	<u>246,221.23</u>	<u>4,326,808.50</u>	<u>2,992,492.21</u>	<u>418,042.02</u>	<u>463,423.91</u>	<u>167,500.35</u>	<u>1,051,234.04</u>
Accounts Receivable							
Notes Receivable	50,000.00	597,621.97	0.00	0.00	0.00		
Total Accounts Receivable	<u>50,000.00</u>	<u>597,621.97</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>647,621.97</u>
Other Current Assets							
Accrued Interest Income	0.00	0.00	35.96	0.00	0.00		
Property Tax Receivable	0.00	21,713.24	27,117.52	0.00	12,964.56	0.00	35.96
Total Other Current Assets	<u>0.00</u>	<u>21,713.24</u>	<u>27,153.48</u>	<u>0.00</u>	<u>12,964.56</u>	<u>0.00</u>	<u>61,795.32</u>
Total Current Assets	<u>296,221.23</u>	<u>4,946,143.71</u>	<u>3,019,645.69</u>	<u>418,042.02</u>	<u>476,388.47</u>	<u>167,500.35</u>	<u>9,323,941.47</u>
TOTAL ASSETS	<u><u>296,221.23</u></u>	<u><u>4,946,143.71</u></u>	<u><u>3,019,645.69</u></u>	<u><u>418,042.02</u></u>	<u><u>476,388.47</u></u>	<u><u>167,500.35</u></u>	<u><u>9,323,941.47</u></u>
LIABILITIES & EQUITY							
Liabilities							
Long Term Liabilities							
Deferred Notes Receivable Rev	50,000.00	597,621.97	0.00	0.00	0.00		
Deferred Tax Revenues	0.00	15,601.56	14,241.05	0.00	12,964.56	0.00	647,621.97
Total Long Term Liabilities	<u>50,000.00</u>	<u>613,223.53</u>	<u>14,241.05</u>	<u>0.00</u>	<u>12,964.56</u>	<u>0.00</u>	<u>42,807.17</u>
Total Liabilities	<u>50,000.00</u>	<u>613,223.53</u>	<u>14,241.05</u>	<u>0.00</u>	<u>12,964.56</u>	<u>0.00</u>	<u>690,429.14</u>
Equity							
Fund Balance	253,843.02	4,291,884.77	1,919,746.92	213,250.62	328,742.23	86,123.53	7,093,591.09
Opening Balance Equity	0.00	0.00	64,643.86	0.00	0.00	0.00	64,643.86
Net Income	-7,621.79	41,035.41	1,021,013.86	204,791.40	134,681.68	81,376.82	64,643.86
Total Equity	<u>246,221.23</u>	<u>4,332,920.18</u>	<u>3,005,404.64</u>	<u>418,042.02</u>	<u>463,423.91</u>	<u>167,500.35</u>	<u>8,633,512.33</u>
TOTAL LIABILITIES & EQUITY	<u><u>296,221.23</u></u>	<u><u>4,946,143.71</u></u>	<u><u>3,019,645.69</u></u>	<u><u>418,042.02</u></u>	<u><u>476,388.47</u></u>	<u><u>167,500.35</u></u>	<u><u>9,323,941.47</u></u>

Pocatello Development Authority
Profit & Loss by Class
July 2014

	1-General Fund	2-Central Corridor	3-North Yellowstone	4-Naval Ordinance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
Ordinary Income/Expense							
Income							
Interest Income	3.46	2,928.45	1,210.80	0.00	62.51	0.00	4,205.22
Principal received on notes	0.00	175.96	0.00	0.00	0.00	0.00	175.96
Property Taxes	0.00	4,556.76	474,963.07	120,309.93	14,010.87	55,654.13	669,494.76
Total Income	3.46	7,661.17	476,173.87	120,309.93	14,073.38	55,654.13	673,875.94
Gross Profit	3.46	7,661.17	476,173.87	120,309.93	14,073.38	55,654.13	673,875.94
Expense							
Administrative	158.00	0.00	0.00	0.00	0.00	0.00	158.00
Total Expense	158.00	0.00	0.00	0.00	0.00	0.00	158.00
Net Ordinary Income	-154.54	7,661.17	476,173.87	120,309.93	14,073.38	55,654.13	673,717.94
Net Income	-154.54	7,661.17	476,173.87	120,309.93	14,073.38	55,654.13	673,717.94

At month end the Authority had cash on hand of \$6,293,445.31. The checking account balance was \$2,047,658.41, the savings account balance was \$4,245,786.90, and cash being held by Zions Trust amounted to \$2,321,042.91.

Pocatello Development Authority recognized above average financial activity during the month of July. The Authority received revenues totaling \$673,875.94 of which \$4,205.22 was interest earnings on cash invested and property taxes. The \$1,000 payment received on the note receivable applied \$175.96 towards the principal of the note. The North Yellowstone District received \$474,963.07, the Naval Ordinance District received \$120,309.93, and the remaining Districts received the balance totaling \$74,221.76 of the \$669,494.76 received in property tax revenue.

Expenses for the month was limited to \$158.00 for lunch provided at the meeting.

Year to date revenues of \$1,729,176.75 (see page 3) are greater than expenses of \$253,899.37. North Yellowstone District owns 69% of the net income amount of \$1,475,277.38.

Pocatello Development Authority
Profit & Loss by Class
October 2013 through July 2014

	<u>1-General Fund</u>	<u>2-Central Corridor</u>	<u>3-North Yellowstone</u>	<u>4-Naval Ordinance</u>	<u>6-North Portneuf</u>	<u>7-Pocatello Regional Airport</u>	<u>TOTAL</u>
Ordinary Income/Expense							
Income							
Interest Income	33.87	4,244.78	1,475.52	0.00	3,145.63	0.00	8,899.80
Loan Interest Income	0.00	6,148.35	0.00	0.00	0.00	0.00	6,148.35
Principal received on notes	0.00	3,027.61	0.00	0.00	0.00	0.00	3,027.61
Property Taxes	0.00	27,614.67	1,235,782.05	204,791.40	131,536.05	111,376.82	1,711,100.99
Total Income	<u>33.87</u>	<u>41,035.41</u>	<u>1,237,257.57</u>	<u>204,791.40</u>	<u>134,681.68</u>	<u>111,376.82</u>	<u>1,729,176.75</u>
Gross Profit	33.87	41,035.41	1,237,257.57	204,791.40	134,681.68	111,376.82	1,729,176.75
Expense							
Administrative	1,755.66	0.00	0.00	0.00	0.00	0.00	1,755.66
Debt Service							
Interest	0.00	0.00	88,278.75	0.00	0.00	0.00	88,278.75
Total Debt Service	<u>0.00</u>	<u>0.00</u>	<u>88,278.75</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>88,278.75</u>
Dues and Memberships	1,750.00	0.00	0.00	0.00	0.00	0.00	1,750.00
Economic Grants Issued	0.00	0.00	122,014.96	0.00	0.00	0.00	122,014.96
Professional Services							
Engineering Services	0.00	0.00	0.00	0.00	0.00	8,500.00	8,500.00
Other Professional Services	4,150.00	0.00	5,950.00	0.00	0.00	21,500.00	31,600.00
Total Professional Services	<u>4,150.00</u>	<u>0.00</u>	<u>5,950.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,000.00</u>	<u>40,100.00</u>
Total Expense	<u>7,655.66</u>	<u>0.00</u>	<u>216,243.71</u>	<u>0.00</u>	<u>0.00</u>	<u>30,000.00</u>	<u>253,899.37</u>
Net Ordinary Income	<u>-7,621.79</u>	<u>41,035.41</u>	<u>1,021,013.86</u>	<u>204,791.40</u>	<u>134,681.68</u>	<u>81,376.82</u>	<u>1,475,277.38</u>
Net Income	<u>-7,621.79</u>	<u>41,035.41</u>	<u>1,021,013.86</u>	<u>204,791.40</u>	<u>134,681.68</u>	<u>81,376.82</u>	<u>1,475,277.38</u>

AGENDA ITEM

NO. 6

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Agreement is made this ____ day of August, 2014, between First Pocatello Associates, LP, an Idaho Limited Partnership, d/b/a Gateway West Industrial Center, (hereinafter referred to as "Gateway West") whose address is 669 West Quinn Road, Pocatello, Idaho 83202, and the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho (hereinafter referred to as "PDA") whose address is 911 North 7th Avenue, Pocatello, ID 83201.

1. Recitals

1.1 Gateway West's current rail system is unable to serve the present employers and buildings within the Industrial Center due to the existing curve radii, rail beds and gauge width. Improvements to the existing rail spurs are necessary not only to facilitate transportation of goods and materials for the present employers and buildings but also for the prospective businesses looking to locate at the Industrial Center and within the Naval Ordnance Plant Urban Renewal Area.

1.2 PDA is an independent public body, corporate and politic, created as an urban renewal agency pursuant to Idaho Code §50-2006, part of the Idaho Urban Renewal Law of 1965. As an urban renewal agency established by the City Council of the City of Pocatello, PDA is charged with aiding and assisting economic development in the Pocatello area, including assisting developments that will retain and increase available jobs in the community; and is further charged with encouraging such development by private enterprise; all as more specifically provided in Idaho Code §§50-2002 and 50-2003, being part of the Idaho Urban Renewal Law, and Idaho Code §50-2902, being part of the Local Economic Development Act.

1.3 Gateway West has secured a Scope of Work from Balfour Beatty Rail, Inc. ("BBR") a rail infrastructure contractor specializing in construction and maintenance services

for public and private railroad markets. Their Scope of Work is attached hereto as Exhibit "A" and incorporated herein. The total requested for PDA to reimburse Gateway West for said Scope of Work is \$242,267.00.

1.4 PDA has determined that the improvements identified in the Exhibit "A" are necessary for the operations of the present employers and buildings as well as the attraction and establishment of new businesses looking to locate at the Industrial Center and within the Naval Ordnance Plant Urban Renewal Area and more importantly represents the type of urban area development which it can assist with and support under the applicable statutes; and that such assistance and support will promote economic development of the area by creating jobs and increasing the tax base valuation consistent with the Naval Ordnance Plant Urban Renewal Area and Revenue Allocation Area Plan. For that reason, PDA has committed to provide the repayment of up to \$242,267.00, for the services discussed in paragraph 1.3 of this Agreement.

1.5 By this Agreement, PDA and Gateway West wish to memorialize their mutual undertakings and commitments with respect to the project described herein and therefore, agree as follows:

2. Provisions for the Repayment of Economic Development Funds

2.1 To further the operations of the existing employers and buildings within the Gateway West Industrial Center and for proposed economic development and increased tax base expected therefrom, PDA agrees to provide the repayment of the sum no greater than Two hundred forty two thousand two hundred and sixty-seven dollars (\$242,267.00) to Gateway West based on the conditions as follows:

a. Gateway West shall contract, schedule, manage and pay BBR for the rail repairs as stated in the attached Exhibit "A";

b. Gateway West shall obtain written confirmation from the Union Pacific Railroad (“UPRR”) that in the event it is required to use the improved rail system at the Gateway West Industrial Center, it will be able to navigate the rail system as designed by BBR;

c. Upon the PDA’s receipt of UPRR’s confirmation listed in 2.1(b), a copy of previously paid detailed invoices from BBR and verification by PDA Development Engineer’s inspection after said improvements are made and fully operational, the PDA shall reimburse Gateway West for the amounts Gateway West paid to BBR consistent with Exhibit “A” up to \$242,267.00.

3. Effect of Agreement

3.1 It is understood by the parties to this Agreement that the amounts paid by PDA to Gateway West for the benefit of the Gateway West Industrial Center are not to be construed as compensation for specific services by Gateway West Industrial Center for PDA. Rather, the intent of the parties is that the payments assist Gateway West in its need for capital in connection with the development project and for the attraction of potential businesses, and the parties shall take all action necessary to carry out that intent.

3.2 The parties acknowledge that the effect of the payments by PDA required hereunder will inure to the benefit of Gateway West, while having the corresponding benefit to the public purposes of PDA described above.

4. Miscellaneous

4.1 This Agreement shall be governed by and construed under the laws of the State of Idaho; venue shall be the Sixth Judicial District for the County of Bannock.

4.2 In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party. Determination of the prevailing party in any such litigation shall be made on the basis of the factors enumerated in

Rule 54(d)(1)(B), Idaho Rules of Civil Procedure, as the same now exists or may subsequently be amended.

4.3 The effective date of this Agreement shall be the ____ day of August, 2014.

4.4 This Agreement shall be binding upon and inure to the benefit of the respective parties and their legal successors. Gateway West may assign this Agreement with the express written consent of the PDA, which consent shall not be unreasonably withheld.

4.5 Each party represents to the other that it has full legal authority to enter into and execute this Agreement and that the persons signing on behalf of each party have full legal authority to execute this Agreement.

4.6 Notices by either party to the other shall be made in writing and delivered by first class mail, postage prepaid, to the parties as follows:

GATEWAY
WEST:

First Pocatello Associates, LP
d/b/a Gateway West Industrial Center
Attn: Earl T. Swift, General Partner
120 Francis Street
Keyport, NJ 07735

PDA:

Pocatello Development Authority
Attn: Lonnie Crowell, Executive Director
911 North 7th Avenue
Pocatello, ID 83201

4.7 This document constitutes the entire agreement of the parties with respect to the reimbursement for payments by PDA to Gateway West for services rendered by Balfour Beatty Rail, Inc. and supersedes any prior agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

POCATELLO DEVELOPMENT AUTHORITY
An Idaho Urban Renewal Agency

FIRST POCATELLO ASSOCIATES, LP
An Idaho Limited Partnership, d/b/a
Gateway West Industrial Center

By: _____
Ryan Ward, Chairman

By: _____
Earl T. Swift, President of the Earl
T. Swift Corporation (General Partner
Of First Pocatello Associates, LP)

ACKNOWLEDGEMENTS

FOR THE POCATELLO DEVELOPMENT AUTHORITY:

STATE OF IDAHO)
)
) ss:
County of Bannock)

On this _____ day of August, 2014, before me, the undersigned, a Notary Public in and for the State, personally appeared Ryan Ward, known to me to be the Chairman of the "PDA", of the City of Pocatello, and acknowledged to me that he executed the foregoing instrument for and on behalf of said agency and that said agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in Pocatello
My commission expires: _____

AGENDA ITEM

NO. 7

City of Pocatello Expenses, Hoku Scientific Project

Date	Vendor	Amount	Description
3/6/2007	First American Title	\$912,517.82	67 acre site purchase for Hoku Scientific
4/27/2007	Bowman Appraisals	\$1,600.00	Appraisals for GW RoW options vic Kraft Rd
1/24/2008	Hoku Scientific	\$122,600.00	Reimburse for water line relocation
1/31/2008	C. R. Fence Company	\$24,000.00	Fence along GW Malting & Hoku Way
2/29/2008	C. R. Fence Company	\$963.15	Slats for fence, GW Malt & Hoku Way
5/27/2008	Bowman Appraisals	\$4,000.00	Appraisals for rail spur land options
11/30/2008	Bowman Appraisals	\$4,000.00	Appraisals for Highway 30 RoW
3/27/2009	Alliance Title & Escrow	\$11,365.14	Rail spur right of way purchase
4/14/2009	Premier Properties	\$1,000.00	Earnest \$, Highway 30 RoW
4/30/2009	First American Title	\$128,742.50	Highway 30 RoW, vic Hoku RR overpass site
4/30/2009	Premier Properties	\$3,900.00	Broker fees, Highway 30 RoW purchase
9/14/2009	WPC City of Pocatello	\$174,000.00	Purchase sewer credit for GW Malt RoW
Total		\$1,388,688.61	

State Department of Commerce Grants, Hoku Scientific Project

2/2/2008	Dept of Commerce	\$122,600.00	Reimburse for water line relocation Hoku
8/5/2008	Dept of Commerce	\$24,963.15	Reimburse for access road security fencing
6/2/2009	Dept of Commerce	\$55,614.85	Partial reimburse for Highway 30 RR overpass RoW
Total		\$203,178.00	

Net Cash Cost to City \$1,185,510.61

Group number : 3057 DEMAND CHECKS 3/6/07 ST
 counting period : 06/2007 mm/yyyy
 Posting date : 03/06/2007 mm/dd/yyyy

 Transaction date : 03/06/2007 mm/dd/yyyy
 Invoice number : S.PHILBIN ROAD
 Account number : 1-0801-500.82-01 LAND
 Project number :
 Amount : 912,571.82
 Liquidated amount : .00
 Discount amount : .00
 Retainage amount : .00
 Net transaction amount : 912,571.82
 Voucher number : 005845
 PO number :
 Vendor number : 437 FIRST AMERICAN TITLE CO
 Description 1 : S.PHILBIN ROAD/MICHAUD CR
 Description 2 : LAND PURCHASE ECONOMIC DV
 Transaction type code :

F3=Exit F12=Cancel F15=Group Inquiry

F24=More keys

Group number : 4457 DEMAND CHECKS 4/30/09 DS
 Counting period : 07/2009 mm/yyyy
 Posting date : 04/30/2009 mm/dd/yyyy

Transaction date : 04/30/2009 mm/dd/yyyy
 Invoice number : FILE#290284-P
 Account number : 71-6002-500.80-01 STREETS AND ROADWAY
 Project number : HOKUSG HOKU STATE GRANT-INFRASTR

Amount : 128,742.50
 Liquidated amount : .00
 Discount amount : .00
 Retainage amount : .00
 Net transaction amount : 128,742.50

Voucher number : 003843
 PO number :
 Vendor number : 437 FIRST AMERICAN TITLE CO
 Description 1 : PURCHASE:14371 W HWY 30
 Description 2 : BRIDGE RIGHT-OF-WAY(HOKU)
 Transaction type code :

F3=Exit F12=Cancel F15=Group Inquiry

F24=More keys

AGENDA ITEM

NO. 9

Will be
supplemented



ENGINEERING DEPARTMENT
911 N. 7th
P.O. Box 4169
Pocatello, Idaho 83205-4169
(208) 234-6225 FAX (208) 234-6296



August 19, 2014

Pocatello Development Authority
C/o Lonnie Crowell, Director
City of Pocatello
PO Box 4169
Pocatello, ID 83205



Dear Lonnie:

Item #1

Please note that the City has reimbursed the PDA \$489,083.00. This money was originally deposited into Bannock County Court for the Isley and Christensen properties, and was later transferred to the title company upon execution of warranty deeds. Those properties have been acquired and the State has reimbursed the City for expenses.

Item #2

Please consider this as the City's formal request for reimbursement of City of Pocatello funds for the South Valley Connector Project in the amount of **\$1,915,421.46**, as follows:

\$1,850,000 is the initial local match payment for the Phase 1B Project. The Phase 1B Project includes construction of three bridges and completion of the roadway to Bannock Highway.

\$16,892 for the Idaho Power Company fee to provide electrical service to the pumps below the I-15 bridges

\$29,148.36 cash transfers from two other city federal aid projects that were closed

\$35,609.75 total non-participating project expenses paid by city

(\$16,228.65) has been subtracted from the invoice in order to reserve \$1M from the PDA's **\$3.3M commitment**. The second local match payment for the Phase 1B Project is due to ITD on 10/1/2014. The City will seek reimbursement from the PDA for \$1M next month.

If you have any questions concerning this request, please contact me.

Sincerely,

Deirdre Castillo, City Engineer

Enc.



CITY OF POCATELLO

Invoice No. 0601-50

P O BOX 4169
 POCATELLO, ID 83205
 (208)234-6225 fax (208)234-6151

INVOICE

Customer

Name POCATELLO DEVELOPMENT AUTHORITY
 Address c/o JERRY HIGGINS-CITY OF POCATELLO
 City POCATELLO State ID ZIP 83201
 Phone _____

Date 7/6/2012
 Order No. _____
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
	PRELIMINARY DESIGN CHEYENNE CORRIDOR STUDY COSTS ASSOCIATED WITH RIGHT-OF-WAY FOR SUB CITY: POCATELLO 1, LLC AND BBMAD		
1	Right of Way Acquisition - Sub City: Pocatello 1, LLC	\$50,819.25	\$50,819.25
1	Right of Way Acquisition - Christensen	\$196,583.00	\$196,583.00
1	Right of Way Acquisition - BBMAD, LLC	\$241,680.75	\$241,680.75

SubTotal	\$489,083.00
Shipping & Handling	\$0.00
Taxes	
TOTAL	\$489,083.00

Payment Details

- Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

Office Use Only

11/29/2012 Bannock Co. Court released deposit for Isley: \$292,500
 10/22/2013 Bannock Co. Court released deposit for Christensen: \$196,583

Acct. No: 070-6001-~~5000~~-425-97-02

8/18/14

Proj. Acct No: FAG 050
 Transaction Amt: 489,083⁰⁰
 Appr. By: DVC
 Group No/Seq No: _____

⇒ \$489,083
 City owed PDA

CITY OF POCATELLO

P O BOX 4169
 POCATELLO, ID 83205
 (208)234-6225 fax (208)234-6151

Invoice No. 0601-52

INVOICE

Customer

Name POCATELLO DEVELOPMENT AUTHORITY
 Address c/o Lonnie Crowell, Director-CITY OF POCATELLO
 City POCATELLO State ID ZIP 83201
 Phone _____

Date 8/19/2014
 Order No. _____
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
	SOUTH VALLEY CONNECTOR PROJECT		
1	Local Match for Phase 1B Project - Initial Payment	\$1,850,000	\$1,850,000.00
1	Idaho Power Company - electrical service to pumps	\$16,892.00	\$16,892.00
	City cash transfers into South Valley Connector Project from:		
1	ITD Final Settlement for Pocatello Creek Rd Project	\$10,000.00	\$10,000.00
1	ITD Final Settlement for Benton St Bridge Project	\$19,148.36	\$19,148.36
	Non-participating project expenses not reimbursed by ITD		
1	Geo-Marine, Inc (GMI), archaeological monitoring	\$2,671.70	\$2,671.70
1	Ferguson Enterprises, shipping	\$197.10	\$197.10
1	Ferguson Enterprises, pipe	\$935.37	\$935.37
0.8	HDR Preliminary Engineering, unreimbursed portion	\$39,756.98	\$31,805.58
-1	Cap on PDA \$3.3M initial contribution to reserve \$1M available for second payment to ITD for Phase 1B project	\$16,228.65	(\$16,228.65)

Payment Details

- Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

SubTotal	\$1,915,421.46
Shipping & Handling	\$0.00
Taxes	
TOTAL	\$1,915,421.46

Office Use Only

City Requests for PDA Reimbursement, Cheyenne Overpass Project

Total PDA commitment (Central Corridor) \$3.3M

Date	Transaction Description	Invoiced	Total Invoiced	Date Paid	Description	Amount Paid	Total Paid to	Balance
7/31/2000	Pocatello Development Authority, Invoice No. 51-40	\$5,335.17	\$5,335.17	9/12/2000	Req. #2	\$5,335.17	\$5,335.17	\$3,294,664.83
10/25/2000	Pocatello Development Authority, Invoice No. 51-44	\$6,582.21	\$11,917.38	11/14/2000	Req. #5	\$6,582.21	\$11,917.38	\$3,288,082.62
1/25/2001	Pocatello Development Authority, Invoice No. 51-48	\$12,993.28	\$24,910.66	2/13/2001	Req. #10	\$12,993.28	\$24,910.66	\$3,275,089.34
5/2/2001	Pocatello Development Authority, Invoice No. 51-53	\$20,643.31	\$45,553.97	5/21/2001	Req. #1272	\$20,643.31	\$45,553.97	\$3,254,446.03
8/1/2001	Pocatello Development Authority, Invoice No. 51-55	\$17,792.77	\$63,346.74	8/14/2001	Check #1286	\$38,436.08	\$83,990.05	\$3,216,009.95
11/8/2001	Pocatello Development Authority, Invoice No. 51-58	\$6,833.72	\$70,180.46				\$83,990.05	\$3,216,009.95
2/4/2002	Pocatello Development Authority, Invoice No. 51-61	\$4,179.94	\$74,360.40				\$83,990.05	\$3,216,009.95
5/15/2002	Pocatello Development Authority, Invoice No. 51-64	\$11,683.21	\$86,043.61	6/11/2002	Check #1326	\$2,053.56	\$86,043.61	\$3,213,956.39
7/31/2002	Pocatello Development Authority, Invoice No. 51-67	\$15,806.07	\$101,849.68	8/13/2002	Check #1334	\$15,806.07	\$101,849.68	\$3,198,150.32
11/5/2002	Pocatello Development Authority, Invoice No. 51-70	\$12,322.71	\$114,172.39	12/18/2002	Check #1349	\$12,322.71	\$114,172.39	\$3,185,827.61
2/5/2003	Pocatello Development Authority, Invoice No. 51-75/#4992	\$3,856.83	\$118,029.22	2/21/2003	Check #1360	\$3,856.83	\$118,029.22	\$3,181,970.78
4/21/2003	Pocatello Development Authority, Invoice No. 51-77/#5416	\$6,705.16	\$124,734.38	5/27/2003	Check #1372	\$6,705.16	\$124,734.38	\$3,175,265.62
10/2/2003	Pocatello Development Authority, Invoice No. 51-81/#6189	\$10,638.75	\$135,373.13	10/15/2003	Check #1396	\$10,638.75	\$135,373.13	\$3,164,626.87
1/6/2004	Pocatello Development Authority, Invoice No. 51-87/#6802	\$3,469.04	\$138,842.17	2/18/2004	Check #1421	\$3,469.04	\$138,842.17	\$3,161,157.83
5/1/2004	Pocatello Development Authority, Invoice No. 51-91/#7319	\$915.98	\$139,758.15	7/21/2004	Check #1441	\$915.98	\$139,758.15	\$3,160,241.85
8/25/2004	Pocatello Development Authority, Invoice No. 51-93/#7848	\$2,025.20	\$141,783.35	9/15/2004	Req. #63	\$2,025.20	\$141,783.35	\$3,158,216.65
3/29/2005	Pocatello Development Authority, Invoice No. 51-98/#9022	\$5,048.95	\$146,832.30	4/20/2005	Req. #E-67	\$5,048.95	\$146,832.30	\$3,153,167.70
6/30/2005	Pocatello Development Authority, Invoice No. 51-05/#9493	\$1,680.30	\$148,512.60	7/25/2005	Req. E-70	\$1,680.30	\$148,512.60	\$3,151,487.40
11/10/2005	Pocatello Development Authority, Invoice No. # 51-06/#10272	\$1,243.46	\$149,756.06	12/30/2005	Req. E-76	\$1,243.46	\$149,756.06	\$3,150,243.94
2/10/2006	Pocatello Development Authority, Invoice No. # 51-10/#10729	\$931.32	\$150,687.38	4/25/2006	Req. E-77	\$931.32	\$150,687.38	\$3,149,312.62
6/30/2006	Pocatello Development Authority, Invoice No. #51-12/#11304	\$3,662.58	\$154,349.96	7/25/2006	Req. E-79	\$3,662.58	\$154,349.96	\$3,145,650.04
9/29/2007	Pocatello Development Authority, Invoice No. #51-22/#14638	\$6,852.99	\$161,202.95	10/24/2007	Req. E-88	\$6,852.99	\$161,202.95	\$3,138,797.05
1/25/2008	Pocatello Development Authority, Invoice No. #51-24/#15647	\$7,258.51	\$168,461.46	2/28/2008	Req. E-89	\$7,258.51	\$168,461.46	\$3,131,538.54
1/9/2009	Pocatello Development Authority, Invoice No. 0601-02	\$20,396.91	\$188,858.37	1/21/2009	Inv. #18753	\$20,396.91	\$188,858.37	\$3,111,141.63
1/7/2009	ITD paid 100% so City reimbursed PDA their 20%							\$3,131,538.54
9/4/2009	Pocatello Development Authority, Invoice No. 0601-07	\$13,026.26	\$181,487.72	9/17/2009	Inv. #20802	\$13,026.26	\$181,487.72	\$3,118,512.28
1/8/2010	Pocatello Development Authority, Invoice No. 0601-11	\$4,954.66	\$186,442.38	1/21/2010	Inv. #21969	\$4,954.66	\$186,442.38	\$3,113,557.62
3/12/2010	Pocatello Development Authority, Invoice No. 0601-07	\$187,133.54	\$187,133.54	4/12/2010	Inv. #22474	\$691.16	\$187,133.54	\$3,112,866.46
11/19/2010	Pocatello Development Authority, Invoice No. 0601-22	\$95.72	\$187,229.26	12/21/2010	Inv. #24899	\$95.72	\$187,229.26	\$3,112,770.74
12/21/2010	ITD paid 100% so City reimbursed PDA their 20%							\$3,112,866.46
7/6/2012	Pocatello Development Authority, Invoice No. 0601-50	\$489,083.00	\$676,216.54	1/16/2013	Check #3167	\$197,445.00	\$873,661.54	\$2,426,338.46
8/18/2014	Reimburse Invoice No. 0601-50							\$2,915,421.46
8/18/2014	Pocatello Development Authority, Invoice No. 0601-52	\$1,915,421.46	\$2,300,000.00					\$1,000,000.00
	Total PDA Reimbursements	\$2,300,000.00						

remaining for billing print to ITD



Stroschein, Joyce

From: Castillo, Deirdre
Sent: Monday, August 18, 2014 8:29 AM
To: Swindell, Dave; Blad, Brian; Stroschein, Joyce; Nichols, Anne; Kendell, Konni; Crowell, Lonnie
Cc: Jaglowski, Michael
Subject: FW: Cheyenne Ph1B SLA

*Deirdre Castillo, P.E., City Engineer
City of Pocatello
(208) 234-6587*

From: Castillo, Deirdre
Sent: Monday, August 18, 2014 8:24 AM
To: 'Ed Bala'; Jaglowski, Michael
Cc: Mark Snyder; Brian Poole
Subject: RE: Cheyenne Ph1B SLA

You guys rock! Thanks.

*Deirdre Castillo, P.E., City Engineer
City of Pocatello
(208) 234-6587*

From: Ed Bala [<mailto:Ed.Bala@itd.idaho.gov>]
Sent: Monday, August 18, 2014 8:04 AM
To: Jaglowski, Michael; Castillo, Deirdre
Cc: Mark Snyder; Brian Poole
Subject: FW: Cheyenne Ph1B SLA

'Morning Mike. We are a go for a payment plan. I spoke w/ Jim this morning, and we won't need to take any items to our Transportation Board. We will need a payout schedule in the State/Local Agreement similar to below, and we would need a letter of credit for all amounts not covered by the first check. Pls call if questions, office is 239-3327 or by cell at 201-3327. Thanks!

From: Dave Tolman
Sent: Friday, August 15, 2014 1:20 PM
To: Jim Carpenter
Cc: Charlene McArthur; Ed Bala; Larry Allen
Subject: FW: Cheyenne Ph1B SLA

Jim –
Per our conversation this morning here is the response (see below) that I received from Larry concerning establishing a payment plan for the City of Pocatello.

meeting Ed set up yesterday was very helpful in getting all on the same page. In summary:

To bid the project today Pocatello needs to submit a check in the amount of \$4,917,000 (after all adjustments).

If ITD & the IT Board were to grant a payment plan based on the expected payout of the project, it would need to be the column that shows the "New Proposed Local Match". As part of a payment plan, ITD would need to have a Letter of Credit issued by Pocatello's bank that could be redeemed for any amount outstanding should they miss a scheduled payment. The Original column was the schedule in the original DRAFT of the State/Local agreement. If the new schedule isn't possible, then the State could end up covering a portion of the local share, or as you described this morning the contract would need to be issued as an A + B contract. I looked at the payout schedule and used all of the federal authorization first pushing the local share required above the federal limit to the end of the project.

	Original Local Match	New Proposed Local Match
August 1, 2014	\$1,850,000	\$ 1,850,000
October 1, 2014	\$1,000,000	\$ 1,000,000
July 1, 2015	\$ 500,000	\$ 1,500,000
October 1, 2015	\$ 615,762	\$ 567,000
TOTAL	\$3,965,762	\$ 4,917,000

Date: 8/18/14
 Acct. No: 070-6001-500-86-01
 Proj. Acct No: EEC PAGOSO
 Transaction Amt: 1,850,000
 Appr. By: DVC
 Group No/Seq No:

Please let me know if you have any questions.
 Dave

From: Larry Allen
Sent: Tuesday, July 29, 2014 8:00 AM
To: Dave Tolman
Cc: Jim Carpenter; Brian Ness
Subject: RE: Cheyenne Ph1B SLA

Dave,

While there are legal implications involved, I think the Board has set policy that addresses those legal issues. It is my understanding the cash must be available upfront. However, you might want to visit with the Board at the August meeting, if there are questions about the policy as it applies to these circumstances.

Larry



Duplicate Payment Receipt

ACCOUNT NUMBER 27404602
CUSTOMER NAME City of Pocatello
SERVICE LOCATION South Valley Rd.

Please Remember—Presenting your original bill when making a payment will save YOUR TIME and give us the opportunity to serve you better.

CAS 005 (4/05) Cat: ID 20409

Employee #: _____

Date: 10-26-14

Cash:

Check #: 7080958

Amount Paid

16,892.00

Arrangements

Date	Amount (\$)

DR



COPY

Account With

City Of Pocatello
Po Box 4169
Pocatello, Id 83204

W.O. Design # 27404602

Date June 21, 2014

In accordance with your request: PROVIDE SERVICE FOR PUMPS

Project Address or Job Location Pocatello, Id 83204
SOUTH VALLEY ROAD

Line Installation Costs (Line 1)	\$ 21,145.00
Line Installation Credits (Betterment, Salvage, Customer Trench)(Lines 2-4)	\$ 5,009.00
Terminal Facilities (Line 6)	
Customer Allowance (Line 7)	
Salvage Terminal Credit (Line 8)	
Unusual Conditions (Line 10)	
Other Charges (Eng Charges, Permits, Misc Charges) (Lines 25)	\$ 756.00
Amount to be paid and received prior to job being scheduled for construction. Quote good for sixty (60) days.	\$ 16,892.00

- Please remit payment.
- Please return signed and dated Service Request and Customer Cost document (attached).
- Please return signed and dated Work Order Map.
- Other

Comments: ALL DOCUMENTS MUST BE SIGNED AND CONSTRUCTION COSTS COLLECT BEFORE JOB CAN BE SCHEDULED. INCLUDES VESTING, METER, AND CUSTOMER PROVIDED TRENCHING.

Work order will not be released for scheduling for construction until payment and/or requested documents are signed and returned. This quote is binding on the Company for a period of sixty days (60) from the date on this letter, and subject to change if information provided by the customer changes.

PLEASE RETURN SIGNED DOCUMENTS TO:

IDAHO POWER COMPANY
301 E BENTON ST.
POCATELLO, ID 83201
ATTN: BRAD WILSON

If you have any questions, please telephone
Brad Wilson
236-7851



Idaho Power Company
Service Request

Service Request Number: 00355194

TY OF POCATELLO-X SOUTH VALLEY/I-15; NEW DRAINAGE PUMP

Work Order Number: 27404602
Request Type: CS
Rate Sch.: 09
Reply By:
Eng Hours:
Eng Fee Amount(Att98): 0.00
Eng Fee Amount(Att16):
Eng Fee Service Agreement No:
Eng Fee Service Agreement Date:
Customer No:

Feeder: PNUF42B
Service Location: SOUTH VALLEY POCATELLO, ID 83204
Required in Service Date: 2/17/2014
Planning Center/Team: POC SOUTH

Contact Detail:

CUST DEIDRDRE -CITY OF POCATELLO 208-234-6587
,, POCATELLO ID 83201

Attribute Information
RES/COM

Table with 4 columns: Attribute, Value, Attribute, Value. Includes rows for Service Voltage (277/480), Number of Phases (3), Motor Load, 1 Phase KW Demand, 3 Phase KW Demand, Connected KW Load (25), Commercial Deposit Amount, No. Of Meters (1), Meter Location (PEDESTAL), Ct Loc, Primary OH/UG (UG), Service OH/UG (UG), Srv Owner (IPCO), Panel Amp Size (200).

Notes

INSTALL UNDERGROUND 3 PHASE LINE EXTENTION TO SERVE 2 EACH
12.5 HP PUMPS.

I understand that the information provided above is accurate to the best of my knowledge. Changes to load; voltage; location; etc. may result in additional engineering charges.

Client Signature: [Signature] Date: 6/24/2014

Idaho Power Representative Signature: [Signature] Date: 6/21/14



CUSTOMER COST QUOTE IDAHO

Customer or Project Name: CITY OF POCA TELLO-X SOUTH VALLEY/I-15; NEW DRAINAG	Design Number: 0000102328	Version: 002	Work Order #: 27404602
---	-------------------------------------	------------------------	----------------------------------

	Prepaid Fees	Debit	Credit	Totals
Line Installation Cost				
1. Line Installation/Upgrade Costs		8,669		
2. Company Betterment / Other Credits			377	
3. Salvage IPCO - Credit			0	
4. Customer Provided Trench			715	
5. Net Line Installation Cost				7,577
Terminal Facilities				
6. Terminal Facilities		8,815		
7. Customer Allowance			4,294	
8. Salvage Term Credit			0	
9. Net Terminal Facilities				4,521
10. Unusual Conditions		0		
11. Bank Letter of Credit <i>(Only for Unusual Conditions over \$10,000)</i>			0	
12. Net Construction Cost				12,098
13. Net Vested OR Refundable Construction Cost <i>(Limited to 5 years or 4 additional applicants)</i>				6,062
14. Construction Cost Not Available for Vesting or Refund				6,036
Other Charges				
15. Vested Interest Work Order # 27357679		3,972		
16. Billable Permits		0		
17. Prepaid Permits	\$ 0			
18. Billable Engineering Charges		756		
19. Prepaid Engineering Charges	\$ 0			
20. Underground Service Attachment Charge		0		
21. Relocation or removal with new capacity		0		
22. Relocation or removal with NO new capacity		66		
23. Salvage Credit Relocation			0	
24. Miscellaneous Charges/Adjustments		0		
25. Net Other Charges				4,794
26. Total Work Order Charges		\$ 22,278		
27. Idaho Power Co. Contribution & Other Credits			\$ 5,386	
28. Total Customer Payment Due (Line 12 + Line 25)				\$ 16,892

Customer signature is required on Page 2 of this document

Notes: CUSTOMER PROVIDED TRENCH, INCLUDES METER.



Memorandum of Understanding

Project Name: South Valley Rd. Pumps

Work Order Number: 27404602

The quoted prices and credits include these requirements for trench backfill and compaction and the final grade.

**1. Standard
Compaction**

Standard compaction is required in all areas that do not require high compaction. For standard compaction, backfill with the native soil and "wheel-roll" the trench. If the soil is "loamy" or does not compact well, the spoils must be hauled off and replaced with 3/4" road mix up to 12" of the surface. Use native backfill for the top 12" of the trench.

Standard compaction footage

Note: The grantor of the right-of-way may require high compaction in areas that are not under a paved surface or road but still within the right-of-way.

**2. High (or 95%)
Compaction**

High compaction is required in areas where the trench will be under:

- ◆ A roadway, alley, driveway, or parking lot (whether paved or unpaved).
- ◆ A paved surface.
- ◆ Where the grantor of the right-of-way requires high compaction.

For high compaction, backfill the trench in 12" lifts with 3/4" roadmix or "pit run" and compact each lift with a "wacker" or other similar compaction device. Native soil is not acceptable as a backfill material for high compaction and must be hauled off.


High compaction footage

3. Final Grade

We understand that as of July 15, 2014 the above named project will be ready for facilities to be installed by Idaho Power.

All roadways and cable routes must have all grading and subgrading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths for Idaho Power facilities. The customer will be responsible for the total cost of damage to Idaho Power facilities that results from any subsequent changes in property any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

This Memorandum of Understanding is accepted by:


Customer's Signature

6/24/2014
Date

Brad Wilson
Idaho Power Representative

6/21/2014
Date



Memorandum of Agreement

Project Name: South Valley Rd. Pumps

Work Order No.: 27404602

The purpose of this Memorandum of Agreement (hereinafter "Agreement") is to set out in writing certain agreements between Idaho Power Company and (Developer) City Of Pocatello hereinafter referred to as Developer, regarding the Developer's performing a portion of the construction work required as a part of Idaho Power Company's Work Order No: 27404602 for the (Name of Work Order or Project Name) South Valley Rd. Pumps

Developer understands and specifically agrees to the following:

- 1 The minimum width of a customer provided trench is 18" for the majority of installations. This allows adequate spacing between conduits for most applications. Spoils pile will be stored a minimum of 2 feet from the edge of the trench for working space and safety.
The customer will have backhoe and operator onsite to correct any problems with the trench.
Prior approval necessary for any other width from the Idaho Power representative working the job.
A minimum of 42" of backfill for primary trench 30" for secondary and service trench.
The customer will backfill with native soil and wheel-roll the trench for standard compaction. Wheel rolling achieves about 80% compaction rate. This is dependent on soil conditions. Shading the conduit with enough selected backfill material to provide 6" cover. No rocks larger than 2" for the first 6" of fill material and no larger than 6" for the remainder of the fill.
The 'customer' will be responsible for any damage to property or landscape done during trenching.
Customer will install and be responsible for erosion controls at trench location when trench is on a grade and the possibility of washing out before vegetation grows back.
The trench must be inspected prior to backfill by an Idaho Power representative.
- 2 The area where this "work" will be performed is marked on the Work Order map which is attached hereto and is referred to as the Developer's Work Area.
- 3 The above described "work" shall be performed under the direction and control of Developer who shall be acting as an independent contractor and not as an agent or employee of Idaho Power Company.
- 4 Developer specifically agrees to assume liability for any and all injury, disability and/or death of any workman or other person as well as any personal injury or property damage of any type resulting from or arising out of the performance of the above described "work." Developer further specifically agrees to indemnify, hold harmless and provide a full defense for Idaho Power Company, its representatives, agents, employees, officers, directors, and all other persons, associations, affiliates or corporations acting for, by or through, or in any way on behalf of Idaho Power Company from any claims, demands, actions, suits, losses, expenses or penalties of any kind or nature arising out of or by reason of the performance of the above described "work" by Developer. Additionally, in the event any such action or claim of any type is filed against Idaho Power Company as hereinbefore described, Idaho Power Company may, at its option, undertake its own defense, and Developer agrees to pay all costs, expenses and attorney fees associated with such defense.

5 Developer specifically agrees that all "work" performed by Developer under this Agreement shall be conducted in a safe manner. Developer agrees to continuously maintain proper and adequate barriers and marking around the entire "work" areas, including but not limited to trenches, to ensure the safety of Developer's workers, Idaho Power Company personnel and the public.

6 Idaho Power Company shall, at all times, retain authority to inspect, but is not required to inspect, any and all aspects of the above described "work." Developer acknowledges that he has full responsibility to ensure that the "work" is performed properly and meets the requirements, codes and specifications of all relevant authorities or regulatory bodies, including but not limited to OSHA Safety and Health Regulations, and the following specifications of Idaho Power Company:

(Company Work Specifications)

PROVIDE PRIMARY TRENCH AT A DEPTH OF 42" TO THE TOP OF THE CONDUIT, BACKFILL USING NO LARGE ROCK, BE RESPONSIBLE FOR REMOVAL OF OVERBURDEN OR DEBRIS, COMPACTION WHERE NECESSARY, ANY DAMAGE TO PROPERTY OR LANDSCAPE, STORM WATER PROTECTION AND DUST CONTROL.

7 Developer acknowledges his full and continuing responsibility to use sound engineering judgment in all aspects of the performance of the above described "work." In addition, Developer agrees that at any time during the progress of said "work" and at Idaho Power Company's option, Idaho Power Company may order that any work deemed to be unsatisfactory after inspection shall be redone at Developer's expense.

8 Developer will receive credit on the Work Order in the amount of \$715 as a contribution in aid of construction for the "work" performed under this Agreement.


9 Idaho Power Company will install all cables, transformers and pads.

10 Except for the "work" described in Paragraphs 1 and 2 above, all the work to be performed under this Work Order and all work performed outside the Designated Developer Work Area will be performed by Idaho Power Company or its contractor.

11 All questions that arise in regard to work to be performed under this Agreement which require a response by Developer will be directed to GEORGE KNAUP whose address is 301 E BENTON ST. POCATELLO and whose phone number is 208-316-1544

12 This Agreement and all of the work required to be performed under the Work Order described above is subject to all applicable schedules and tariffs approved and filed with the Idaho Public Utilities Commission.

The above Memorandum of Agreement, read and understood IDAHO POWER COMPANY and agreed to this 6 29 2014
Month Day Year


Developer Signature

Brad Wilson
Idaho Power Representative

UNDERGROUND CABLE NOTES

POINT NUMBER	STATION	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
#1	SC25 TO SC29	1/0-3	308	40	1-4'	288	40	

HV3
167 A

No Avian Protection Restriction

CITY OF POCATELLO
DEIRDRE CASTILLO
234-6587



NOTE: CUSTOMER TRENCH, COMPACTION, AND BACKFILL

SOUTH 5TH AVE

SOUTH VALLEY RD.

NEW BLM ROAD

SC27
0+53

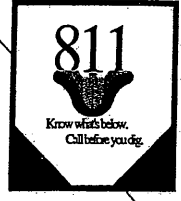
SC29
75
DP75VAL

288'

SC25
0+53

1-3/1/0 DCP

NOTE: COMPACTION REQUIRED WITHIN ROAD ROW



Customer: *Mal Oyle*

Date: 6/24/2014

Job Title:
CITY OF POCATELLO-PUMPS FOR SOUTH VALLEY ROAD

Additional Description:
INSTALL NEW UNDERGROUND 3 PHASE LINE EXTENSION

Additional Description:
TO SERVE PUMPS FOR UNDERPASS ON SOUTH VALLEY ROAD.

SWPP: BP

Feeder Map file Name: PNUF4204

Surveyed or GPS: GPS
Joint Use Attachments: NO
Pre-Built Date: 06/21/14
Built as Designed:
Construction Date:
Operating Voltage: 12.5 kV

Fdr By: XX
Date: XX
ArcFM By: XX
Date: XX

Designer: BLW8524
Design No: 0000102328
Work Order No: 27404602

Qoa	Twn	Rng	Sec	Mer
	07S	35E	07	BM
ID	County BANNOCK			





IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

March 11, 2014

City of Pocatello
PO Box 4169
Pocatello, ID 83205-4169

RE: Final Settlement of Local Agreement with the City of Pocatello for the Pocatello Cr Rd project, Major Program #5967, Program #T955510.

The above referenced project has been completed and closed with the FHWA. A final accounting of project costs affecting the City of Pocatello is as follows:

Total Costs	\$2,216,245.75
Less: Federal Aid	<u>2,032,391.47</u>
Local Share	183,854.29
Local Match Donation	177,250.85
Local Match Credit	6,603.44
Deposits and Interest	85,338.84
Transfers to other projects	<u>24,000.00</u>
Balance Due to City of Pocatello	\$ 61,338.84

We found that two other Pocatello projects were in need of funds; 07508 South Valley Connector → \$10,000 and 10493 Clark St Landscaping \$14,000. We have included an invoice tracking that requires a signature from you for the remaining \$61,338.84. Please sign this document and return it to us so that we may process your refund.

If we can be of further assistance, please contact Louise Davis at 334-8047 louise.davis@itd.idaho.gov
Sincerely,

David Tolman
Controller

CC: Ed Bala – D5 Engineer, Shannon Marotz – DRI and
Financial Services



IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

May 11, 2011

City of Pocatello
PO Box 4169
Pocatello, ID 83205

RE: Final Settlement of Local Agreement with the City of Pocatello for the Benton St. Br. Project #BHM-7151(101), Major Program # 6027, Program # T955520.

The above referenced project has been completed and closed with the FHWA. A final accounting of project costs affecting the City of Pocatello is as follows:

Total Costs	\$2,754,456.30
Federal Aid	<u>2,202,011.00</u>
Local Share	552,445.30
Less: Local Match Credit	-345,783.66
Cash Advances and Interest	-495,449.31
Cash advance transferred to other projects	<u>222,659.32</u>
Balance due to City	\$ 66,128.35

7288,787.67

We see that the following programs are in need of additional funds. We have moved \$222,659.32 as follows:

E035130	527.39	5 th Ave; Humbolt to End of Couplet
I995680	195,515.19	I-15, Clark St Overpass
T005130	139.65	Portneuf Valley Strategic Plan
T005160	7,207.18	Alameda Bike Lanes
T075570	121.55	Clark St ic #67 Landscaping
→ T995850	19,148.36	Cheyenne Overpass
	=	KN07508

We have included an invoice tracking form that requires a signature from you. Please sign this document and return it to us so that we may process your refund.

If we can be of further assistance, please contact Louise Davis at 334-8047.

Sincerely,

Gordon Wilmoth
Controller

CC: Dist 3-DRI-FS



2201 K Avenue, Suite A2 • Plano, TX 75074-5708
 Phone: 972-423-5480 • Fax: 972-422-2736

www.geo-murine.com

INVOICE

INVOICE NO: 2013-0332
 INVOICE DATE: MAY 6, 2013

TO: CITY OF POCATELLO
 PO BOX 4169
 POCATELLO, ID 83205

PROJECT NAME:
 CLIENT TECHNICAL REPRESENTATIVE:
 FOR SERVICES COMPLETED THROUGH:
 GMI PROJECT NO:
 GMI PROJECT MANAGER:

CHEYENNE CORRIDOR TEST PIT SITE
 MS. DIERDERE CASTILLO
 APRIL 12, 2013 TO MAY 3, 2013
 20031.00.01
 TABITHA GRIFFITH

CONTRACT VALUE	\$	2,672.06
MOD	\$	-
TOTAL	\$	2,672.06

TELEPHONE: (972) 423-5480
 INTERIM INVOICE

LABOR:	CURRENT BILLINGS:			CONTRACT-TO-DATE BILLINGS:	
	HOURS THIS PERIOD	RATE	CHARGES THIS PERIOD	CUMULATIVE HOURS	CUMULATIVE DOLLARS
PI - ADMIN	2.0	85.77	\$ 171.54	2.0	\$ 171.54
ARCHAEOLOGICAL MONITOR (TRAVEL)	8.0	60.97	\$ 487.76	8.0	\$ 487.76
ARCHAEOLOGICAL MONITOR (FIELD WORK)	16.0	60.97	\$ 975.52	16.0	\$ 975.52
EDITOR	0.0	77.06	\$ -	0.0	\$ -
PI - MONITORING	10.67	85.77	\$ 915.17	10.67	\$ 915.17
TASK 1: TOTAL LABOR COSTS:	36.7		\$ 2,549.99	36.7	\$ 2,549.99
SUBCONTRACTORS					
BACKHOE			\$ -		\$ -
GEOARCHAEOLOGIST			\$ -		\$ -
TOTAL FOR SUBCONTRACTORS			\$ -		\$ -
TRAVEL					
AUTO RENTAL		0.0	\$ 61.60	0.0	\$ 61.60
TOTAL TRAVEL COSTS			\$ 61.60		\$ 61.60
OTHER DIRECT COSTS					
REIMBURSEMENTS					
GPS USAGE	25.00		\$ 25.00		\$ 25.00
DIGITAL CAMERA	10.00		\$ 10.00		\$ 10.00
FIELD SUPPLIES	10.00		\$ -		\$ -
PRINTING/FINAL	15.00		\$ -		\$ -
TOTAL FOR OTHER DIRECT COSTS			\$ 35.00		\$ 35.00
TOTAL PROJECT BILLED AMOUNT			2,646.59		2,646.59
G&A		26%	\$ 25.12		\$ 25.12
G&A ON SUBCONTRACTOR		5%	\$ -		\$ -
TOTAL DUE THIS INVOICE			2,671.70	GTD TOTAL	\$ 2,671.70

Mary Ann McCulloch
 MARY ANN MCCULLOCH
 ACCOUNTING OFFICE MANAGER

AMOUNT PAID	\$	-
GTD DUE	\$	2,671.70

DATE 5/13/13
 FUND/DEPT 070-0001-425
 ACCOUNT # 40-99
 PROJECT # FAG 050
 AMOUNT \$ 2,671.70
 APPROVED BY _____

GROUP/TRANS# 5305/2900

This is a non-participating cost, so don't bother billing ITD.

*please pay GMI.
 DVC
 Mx. 5-6-13*

GEOWARINE, INC.
Employee Timesheet

Employee: MASON, ASHLEY
Employee ID: 001662
Class: Full-Time Sal. Exmpt w/Benefit
Printed: May 6, 2013 8:31 AM



Revision: 1
Schedule: Weekly Timesheets for GMI
Period Ending: Apr 19, 2013
Page: 1

Line No	Project Account	Organization Pay Type	Charge Description	Sat 4/13	Sun 4/14	Mon 4/15	Tue 4/16	Wed 4/17	Thu 4/18	Fri 4/19	Line Totals
1	39GMI.00.021.01	1.02.01	2000 ACRE-SAYLOR CREEK			8.0			8.0		16.0
2	20031.00.01	1.02.01	CHEYENNE CORRIDOR TEST				16.0				16.0
3	20031.00.01	1.02.01	CHEYENNE CORRIDOR TEST					8.0			8.0
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
	Regular					8.0	16.0	8.0	8.0		40.0
	Overtime										
	Total					8.0	16.0	8.0	8.0		40.0

Signature: MASON, ASHLEY (001662)
Date: Apr 19, 2013 5:05 PM

By signing this timesheet you are certifying that hours were incurred on the charge and day specified in accordance with company policies and procedures

Approval: GRIFFITH BURGESS, TABITHA (001727)
Date: Apr 19, 2013 5:11 PM

GEO-MARINE, INC.
Employee Timesheet



Employee: GRIFFITH BURGESS, TABITHA
Employee ID: 001727
Class: Full-Time Sal. Exmpt w/Benefit
Printed: May 6, 2013 8:31 AM

Revision: 1
Schedule: Weekly Timesheets for GMI
Period Ending: Apr 19, 2013
Page: 1

Line No	Project		Organization	Charge Description	Sat 4/13	Sun 4/14	Mon 4/15	Tue 4/16	Wed 4/17	Thu 4/18	Fri 4/19	Line Totals
	Account	Pay Type										
1	10509.00.51		1.02.01	SAYLOR CREEK RANGE 1			2.0	4.0	4.0	4.0		14.0
	500-039		R									
2	11111		1.02.01	OVERHEAD LABOR			4.0	4.0	4.0	4.0		16.0
	700-001		R									
3	73000.01.02.01		1.02.01	B&P-SMALL PROJE CTS							8.0	8.0
	540-039		R									
4	20031.00.01		1.02.01	CHEYENNE CORRIDOR TEST			2.0					2.0
	500-039		R									
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
	Regular						8.0	8.0	8.0	8.0	8.0	40.0
	Overtime											
	Total						8.0	8.0	8.0	8.0	8.0	40.0

Signature: GRIFFITH BURGESS, TABITHA (001727)	By signing this timesheet you are certifying that hours were incurred on the charge and day specified in accordance with company policies and procedures	Approval: ESTABROOK, RICHARD W. (001910)
Date: Apr 19, 2013 5:11 PM		Date: Apr 21, 2013 10:01 AM

GEO-MARINE, INC.
Employee timesheet

Employee: GRIFFITH BURGESS, TABITHA
Employee ID: 001727
Class: Full-Time Sal. Exmpt w/Benefit
Printed: May 6, 2013 8:30 AM



Revision: 2
Schedule: Weekly Timesheets for GMI
Period Ending: May 3, 2013
Page: 1

Line No	Project Account	Organization Pay Type	Charge Description	Sat 4/27	Sun 4/28	Mon 4/29	Tue 4/30	Wed 5/1	Thu 5/2	Fri 5/3	Line Totals
1	10509.00.51	1.02.01	SAYLOR CREEK RANGE 1						6.0	2.0	8.0
2	11111	1.02.01	OVERHEAD LABOR				2.4	3.0	2.0	6.0	13.4
3	20031.00.01	1.02.01	CHEYENNE CORRIDOR TEST				5.6	5.0			10.6
4	10700.00.127	1.02.01	HUBBARD VINEYARD CRI			8.0					8.0
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
	Regular					8.0	8.0	8.0	8.0	8.0	40.0
	Overtime										
	Total					8.0	8.0	8.0	8.0	8.0	40.0

Signature: GRIFFITH BURGESS, TABITHA (001727) Date: May 3, 2013 4:33 PM	By signing this timesheet you are certifying that hours were incurred on the charge and day specified in accordance with company policies and procedures	Approval: ESTABROOK, RICHARD W. (001910) Date: May 3, 2013 6:49 PM
--	--	---

WELCOME
TO
SINCLAIR

IP16585188-001
TEE BOX
3555 BANNOCK HWY
POCATELLO ID 8320

DATE 04/16/13
TIME 12:55 PM
AUTH# 529247

AMEX

PUMP	PRODUCT	PPG
05	UNLD	\$3.499

GALLONS	FUEL TOTAL
17.604	\$61.60

THANK YOU
HAVE A NICE DAY

City of Pocatello Purchase Order

The Finance Department of the City of Pocatello hereby issues this purchase order numbered 1540 in compliance with the Purchasing Policy of the City of Pocatello as adopted by the City Council on May 18, 2006. For the amount of \$ 2,672.04

Dated 4/12/2013

Authorizing Signature Jerry E Higgins

Printed Name JERRY E HIGGINS

I declare that as purchasing agent for the department describe below I have. (Please check the appropriate lines)

Goods or services from \$25,000 to \$49,999.99:

attached three formal written quotes

attached documentation of efforts to obtain three formal quotes or justification for sole source provider.

Goods or services \$50,000 or over:

attached the bid results from our competitive bid process

attached is piggy back bid information from another Idaho entity

attached a copy of the Council minutes approving the bid

For the purchase obtained from (vendor name) Geo-Marine, Inc

Item description One day session of archaeological monitoring work associated tasks with the Cheyenne Occider Test Pit Site Project

Department Engineering Dept Signature Diane Carter 4-12-13

For finance internal use only:

Check Number: _____ Date issued: _____ Group number: _____

Cc: purchasing department, finance

CITY OF POCA TELLO
Transaction Inquiry

Card number : *****0392
 Cardholder name . . . : EVANS, GERALD
 Department : 00051 ENGINEERING
 Division : 00001 ENGINEERING
 Transaction type . . . : D DEBIT
 Amount : 935.37 ←
 Transaction date . . . : 3/18/14 Posting Date . . . : 3/19/14
 Merchant : FERGUSON ENT# 3056 City: 208-238-1091 ID
 GL Vendor : 982 FERGUSON ENTERPRISES INC #3003
 Status : AP Approved ID: STEARNS Date: 4/02/14
 GL account : 070-6001-500-80.01
 Project number . . . : FAG050
 Misc. info line 1 . . : Pipe and fittings for the Cheyenne project - non-p
 Misc. info line 2 . . :
 Misc. info line 3 . . :

*Cheyenne
Overpass*

Non-participating

F3=Exit F12=Cancel F18=Card Info

*Cheyenne Overpass
Non Participating*



Statement Expenses

04/21/2014 08:18 AM PT
Requested By: STARR, KRISTEN

Cardholder Summary			
Cardholder Name:	EVANS, GERALD	Start Date:	03/21/2014
Card Number:	xxxx-xxxx-xxxx-0392	End Date:	04/17/2014
Status:	Open	Reminder Period:	04/18/2014 through 04/22/2014
Charges:	197.10 USD	Grace Period:	04/23/2014
Out-of-pocket:	0.00 USD		
Total Amount:	197.10 USD		

Charges

1.	Transaction Date	Posting Date	Merchant	Receipt Attached	General Ledger Code	Unit	Amount / Original Currency
	03/20/2014	03/21/2014	Ferguson Ent# 3056 208-238-1091, ID	Yes	33.05 - Plumbing repair supplies	ENGINEERING (Eng)	197.10 USD / 197.10
Description		Shipping for pipe purchased for the Cheyenne project					
FUND	070	DEPARTMENT	60	DIVISION	01		
ACTIVITY	500	PROJECT CODE	FAG050	VEHICLE NUMBER			

Total Charges: 197.10 USD

---End of Report---

FEI # 3056
 1063 WEST ALAMEDA ROAD
 POCA TELLO, ID 83201-6517

PH: 208-238-1091 FAX: 208-637-8098
 DER NO. REQUIRED DATE SHIP WHS. SELL WHS.

CASH SALES ORDER

ACC# B/O = Y
 SHG. JM = N
 SOURCE = SOE
 IB FRT = Y 197.1
 DB SHP = N 0.0
 20 MAR 2014 15:07:3
 WRITER SALESMAN
 TBS 7MI / 7MI
 TAG RO. NO.

180169-1 03/20/14 3056 3056
 STOMER NO. CUSTOMER ALPHA CONTRACT NO. BID NO.

384	POCATELLO	B424509	03/18/14	ORDERED BY
CITY OF POCA TELLO PO BOX 4169 POCA TELLO, ID 83205-4169				
S H I P T O				
COUNTER PICK UP 1063 WEST ALAMEDA ROAD POCA TELLO, ID 83201-6517				
INSTRUCTIONS 309 W. Pine, Pocatello, ID				
SHIP VIA CPU COUNTER PICK-UP				
SHIP WT. SHIP DATE DELIVERED BY				

OML CONTACT Travis Spahr VENDOR		
VENDOR RO. NO.		
ROUTE NO.	RUN NO.	DEPART
ROUTE DESC.		
PACKED BY	CHECKED BY	

JUST PH: 208-234-6214
 STOMER PO. NO. JOB NAME ATTN:

LINE	ORDER QTY.	SHIP QTY.	PO QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	RO. NO.	aisle LOC
1	20	20	0	018650020	18X20 N12 PROLINK W/T HDPE PIPE	22.943	FT	458.86	K3056-3941	c
					STOCK SLC					
2	2	2	0	01810NP	18 COP N12 HDPE ELR END SECT	210.114	EA	420.23	K3056-3941	c
					STOCK SLC					
3	2	2	0	0186500	18 N12 HDPE SPLIT COUP	28.140	EA	56.28	K3056-3941	c
					STOCK SLC					
PAID 197.10 BY Visa CC# XXXXXXXXXXXXX0392 ON 03/20/14										
DEPOSIT PAID ON INU# CP180169 935.37 BY Visa CC# XXXXXXXXXXXXX0392 ON 03/18/14										

RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES
 SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
935.37	197.10	0.00	0.00	935.37	197.10

STOMER'S NATURE: _____ DATE: _____

TERMS: _____

CUSTOMER COPY

CONTINUED

FERGUSON ENTERPRISES, INC.® a WOLSELEY company

FORM 2 OF 2

FEI # 3056
1063 WEST ALAMEDA ROAD
POCATELLO, ID 83201-6517

PH: 208-238-1091 FAX: 208-637-8098
DER NO. REQUIRED DATE SHIP WHS. SELL WHS.

CASH SALES ORDER

ACCEPT B/O = Y
SHOWROOM = N
SOURCE = SDE
OB SHP = N 0..0
20 MAR 2014 15:07:3
WRITER SALESMAN
TAG PO. NO.

Shipping →

180169-1 03/20/14 3056 3056

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY
584	POCATELLO		B434509	03/18/14	

INSTRUCTIONS
309 W. Pine, Pocatello, ID

OML CONTACT
Travis Spahr
VENDOR
VENDOR PO. NO.

CITY OF POCATELLO
PO BOX 4169
POCATELLO, ID 83205-4169

SHIP TO

COUNTER PICK UP
1063 WEST ALAMEDA ROAD
POCATELLO, ID 83201-6517

SHIP VIA	ROUTE NO.	RUN NO.	DEPART			
CPH COUNTER PICK-UP						
PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES	ROUTE DESC.

CUST PH: 208-234-6214

CUSTOMER P.O. NO.	JOB NAME	ATTN:

SHIP WT.	SHIP DATE	DELIVERED BY	PACKED BY	CHECKED BY
	03/20/14			

UTAH VALLEY CONC

LINE	ORDER QTY.	SHIP QTY.	PO QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	aisle loc
DATE				03/20/14						
FACT #				XXXXXXXXXXXX0302						
AMOUNT				\$197.10						

*Shipping for pipe
Purchased for Cheyenne
Bill Fund to DM
Garrys P-card
OTO 0001 500*

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE

CUSTOMER'S SIGNATURE: _____

DATE: _____

TERMS:

CUSTOMER COPY